

EXHIBIT 2

FIRST AMENDMENT TO SPONSORSHIP AGREEMENT

THIS FIRST AMENDMENT TO SPONSORSHIP AGREEMENT (the "First Amendment") is effective as of January 20, 2023 (the "First Amendment Effective Date") by and between **MIAMI DOLPHINS, LTD.** ("MDL") and **SOUTH FLORIDA STADIUM LLC** (individually "Stadium LLC" and collectively with MDL, the "Dolphins Parties") and **FIRST CLASS CRUISES, LLC** ("Sponsor"). Capitalized terms used but not defined hereunder shall have the meaning ascribed to them in the Agreement (as defined below).

WHEREAS, the Dolphins Parties and Sponsor entered into that certain Sponsorship Agreement dated June 1, 2022 (the "Agreement");

WHEREAS, the parties desire to amend the Agreement to modify the terms;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Dolphins Parties and Sponsor hereby agree as follows:

1. Amendment to Agreement. Effective as of the First Amendment Effective Date, the Agreement shall be amended as follows:

I. **Benefits**.

- A. Section 1(a) of the Agreement is hereby amended as follows to ADD the following Benefits, which shall apply during the 2022 Contract Year only:

- iv. Paid Social Campaign. Sponsor name and/or logo recognition in a four (4) week co-branded social media campaign published by Team's official Facebook and/or Instagram social media accounts. The timing, platform, and content of such posts shall be determined by MDL in consultation with Sponsor.
- v. Television.
 1. 5th Quarter. During each of the seven (7) first run local telecasts of MDL's weekly "5th Quarter" program, currently scheduled to air on WBFS from November 27, 2022 through January 7/8, 2023, Sponsor shall receive two (2) thirty second (:30) commercials, for a total of fourteen (14) commercials during the 2022 Contract Year. Such commercials shall be produced by Sponsor at its sole cost and expense and subject to MDL's prior written approval.
 2. The Fish Tank. During each of the seven (7) first run local telecasts of MDL's weekly "The Fish Tank" program, currently scheduled to air on WFOR and certain outer markets from November 27, 2022 through January 7/8, 2023, Sponsor shall receive one (1) thirty second (:30) commercial, for a total of seven (7) commercials during the 2022 Contract Year. Such commercials shall be produced by Sponsor at its sole cost and expense and subject to MDL's prior written approval.
- vi. Radio. During each of the seven (7) Team regular season games from November 27, 2022 through January 7/8, 2023, Sponsor shall receive the following six (6) commercial spots, for a total of forty-two (42) commercial spots during the 2022 Contract Year. Such commercials shall be produced by Sponsor at its sole cost and expense and subject to MDL's prior written approval.

1. Two (2) thirty second (:30) commercial spots to air during the pre-game show prior to the local, non-national English language radio broadcast of each Team regular season game;
 2. Two (2) thirty second (:30) commercial spots to air during the local non-national English language radio broadcast of each Team regular season game; and
 3. Two (2) thirty second (:30) commercial spots to air during the English language post-game show following the local, non-national radio broadcast of each Team regular season game.
- vii. Alumni Radio Appearances. During November and December 2022, MDL shall cause a total of twelve (12) former Team players to participate in a series of weekly live radio interviews on WBGG and WIOD promoting the Fan Cruise for the 2022 Contract Year. The dates and times of such radio interviews shall mutually determined by the parties. The identity of each former Team player shall be determined by MDL, subject to approval by Sponsor (which approval shall not be unreasonably withheld, conditioned, or delayed).
- viii. Additional MDL Promotion of 2022 Fan Cruise. MDL shall deliver the following additional Benefits on or before January 27, 2023:
1. Press Release. MDL shall create one (1) additional press release promoting the Fan Cruise for the 2022 Contract Year. The nature, content, and timing of such press release shall be determined by MDL in its sole discretion.
 2. E-mail Blast. Subject to applicable privacy laws and MDL's then-applicable privacy policies, MDL shall send one (1) e-mail blast promoting the Fan Cruise for the 2022 Contract Year to MDL's then-current database of Team ticket purchasers, with the exception of purchasers that have opted-out of receiving such communications. The design, date, and time of the e-mail blast shall be determined by MDL in its sole discretion and distributed by MDL on Sponsor's behalf using MDL's then-current e-mail database management software.

II. Fee.

- A. Section 3(a) of the Agreement is hereby DELETED and REPLACED in its entirety, as follows:
- a. Cash. In consideration of the Benefits, Sponsor shall pay the Dolphins Parties an aggregate net fee of One Million Four Hundred Five Thousand Dollars (\$1,405,000) ("Cash Payment"). All payments under this Agreement shall be made in U.S. dollars. The Cash Payment shall be due and payable over the course of the Term each Contract Year, as follows, except that Sponsor shall not be obligated to make any Cash Payment or otherwise pay any fee to MDL or players, in any Contract Year when a Fan Cruise does not occur due to Sponsor's exercise of a Postponement Option:

| <u>CONTRACT YEAR</u> | <u>DUE DATE</u> | <u>AMOUNT DUE</u> |
|----------------------|--|-------------------------|
| 2022 Contract Year | Within sixty (60) days of full execution of this Agreement | \$175,000 |
| | January 1, 2023 | \$100,000 |
| | February 10, 2023 | \$280,000 |
| | | TOTAL: \$555,000 |

| | | |
|--------------------|------------------|-------------------------|
| 2023 Contract Year | July 1, 2023 | \$141,666.67 |
| | October 1, 2023 | \$141,666.67 |
| | December 1, 2023 | \$141,666.66 |
| | | TOTAL: \$425,000 |
| 2024 Contract Year | July 1, 2024 | \$141,666.67 |
| | October 1, 2024 | \$141,666.67 |
| | December 1, 2024 | \$141,666.66 |
| | | TOTAL: \$425,000 |
| | TOTAL: | \$1,405,000 |

- B. Section 3(b) of the Agreement is hereby AMENDED to add the following language as the last sentence:

The Appearance Fee Budget shall be due and payable by Sponsor to the Dolphins Parties at least ninety (90) days prior to the onboard date of the Fan Cruise during each Contract Year; provided, however, that for the 2022 Contract Year only, the Appearance Fee Budget shall be due and payable as follows:

| <u>DUE DATE</u> | <u>AMOUNT DUE</u> |
|-------------------|--------------------------|
| February 13, 2023 | \$150,000.00 |
| February 20, 2023 | \$150,000.00 |
| | TOTAL: 300,000.00 |

2. General Provisions. All other terms and conditions set forth in the Agreement which are not amended by this First Amendment are hereby ratified and affirmed by the parties hereto and shall remain in full force and effect. This First Amendment and the Agreement, as modified hereby, embody the entire agreement and understanding between the parties hereto and supersede all prior agreements, understandings and conversations relating to the subject matter hereof. The recitals to this First Amendment, which the parties acknowledge are true and correct, are hereby incorporated by reference. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute one and the same instrument.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS WHEREOF, the Dolphins Parties and Sponsor have executed this First Amendment to Sponsorship Agreement as of the dates set forth below.

FIRST CLASS CRUISES, LLC
a Nevada limited liability company

By: Jeffrey Nahom
Jeffrey Nahom (Jan 20, 2023 11:22 EST)
Name: Jeffrey Nahom
Title: President
Date: 01/20/2023

MIAMI DOLPHINS, LTD.
a Florida limited partnership

By: Jeremy Walls
Name: Jeremy Walls
Title: SVP & CRO
Date: 01/20/2023

SOUTH FLORIDA STADIUM LLC,
a Florida limited liability company

By: Jeremy Walls
Name: Jeremy Walls
Title: SVP & CRO
Date: 01/20/2023

Approved as to form and legal sufficiency:

By: Marc Weimoth
Office of the General Counsel